

# MORTGAGE

THIS MORTGAGE is made this 11th day of September, 1980, between the Mortgagor, Charles A. Carter and Barbara H. Carter, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand and No/100 (\$40,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 11, 1980, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 1980;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that piece, parcel or lot of land situate, lying and being on the Western side of Arbutus Trail, in the City of Greenville, County of Greenville, State of South Carolina, and known and designated as Lot No. 35 of a Subdivision known as Elletson Acres, Section A, plat of which Subdivision is recorded in the R.M.C. Office for Greenville County in Plat Book EE at Page 161, said property also shown as the "Property of Charles A. Carter and Barbara H. Carter" on a plat prepared by Carolina Surveying Company dated September 12, 1980, and recorded in the R.M.C. Office for Greenville County in Plat Book 8-E at Page 73, and, according to said latter plat, has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of Arbutus Trail, at the joint front corner of Lots Nos. 35 and 36, and running thence with the Western side of said Trail S. 1-39 E. 95.0 feet to an iron pin at the intersection of Arbutus Trail with Lowndes Hill Road; running thence with said intersection S. 43-21 W. 35.4 feet to an iron pin on the Northern side of Lowndes Hill Road; running thence with the Northern side of said Road S. 88-37 W. 20 feet to an iron pin; running thence N. 67-00 W. 55 feet to an iron pin; running thence N. 86-00 W. 107.8 feet to an iron pin; running thence N. 19-12 E. 92.4 feet to an iron pin; running thence N. 88-21 E. 169.4 feet to an iron pin on the Western side of Arbutus Trail, point of beginning.

This is the identical property conveyed to Barbara H. Carter by Deed of Charles Allen Carter dated October 20, 1973, recorded October 22, 1973, in Deed Book 986 at Page 527, and, by Deed of Charles A. Carter dated and recorded August 20, 1976, in Deed Book 1041 at Page 571. Barbara H. Carter then conveyed an undivided one-half interest to Charles A. Carter by Deed recorded simultaneously herewith.

THE WITHIN RENEGOTIABLE RATE MORTGAGE IS MODIFIED BY THE TERMS AND CONDITIONS OF THE ATTACHED RENEGOTIABLE RATE MORTGAGE RIDER WHICH IS ATTACHED HERETO AND MADE A PART OF THIS MORTGAGE INSTRUMENT.

which has the address of 1 Arbutus Trail, Elletson Acres, Greenville,  
South Carolina 29607 (herein "Property Address");

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

4328 RV-2